

The complaint

Mr N is unhappy Casualty & General Insurance Company (Europe) Ltd turned down a claim he made on his pet insurance policy.

What happened

Mr N took out pet insurance with CGIE in October 2023. In April 2024 he claimed on his policy for treatment his dog had received for lameness. CGIE initially turned down the claim because the vet's notes recorded the dog as suffering from lameness in September 2020. And the policy didn't cover pre-existing conditions. However, CGIE subsequently accepted that issue was likely caused by the dog being stung by an insect and so wasn't linked to the condition claimed for. But the vet's notes relating to that from April 2024 recorded Mr N as saying his dog had been limping on and off "*over the past year*". So CGIE continued to feel the claim related to a pre-existing condition and wasn't covered.

Our investigator said there wasn't clear evidence to show the vet's notes had inaccurately recorded what Mr N said. And he thought it likely the lameness Mr N's dog was showing prior to the policy being taken out was linked to the condition (a cruciate rupture) he subsequently claimed for. He thought CGIE had acted fairly in turning down the claim.

Mr N didn't agree. He didn't accept his dog had a pre-existing condition prior to the policy start date of October 2023 and said there were no clinical entries to suggest that was the case. And he thought CGIE's initial decline of his claim on the basis of the September 2020 lameness was unreasonable and intentional.

He said his reference to previous limping in April 2024 related to brief difficulties his dog had in standing up from a lying down position and that had only started in 2024. And at the point the question was asked his dog was under examination and he was under stress. He accepted he could have been clearer but didn't think that comment should be relied on to conclude his dog had signs of lameness prior to October 2023. If his dog had been experiencing problems at that time he would have taken him to the vet as he'd regularly done for other conditions.

So I need to reach a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The relevant rules and industry guidelines say CGIE has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr N's policy. This does cover, in principle, veterinary treatment for an illness while the insurance is in place. But it doesn't cover *"any claim for Illness or Accidental Injury that showed Clinical Signs or Symptoms before Your Policy Start Date or within the Waiting Period"*. It also excludes *"any claim for Illness or Accidental Injury that relates to a Pre-existing Condition"*.

And the policy defines a pre-existing condition as *"any diagnosed or undiagnosed Condition and/or Associated Condition which has happened or has shown Clinical Signs or Symptoms of existing in any form before the Policy Start Date or within the Waiting Period"*.

I've thought about how that applies to the claim Mr N made. CGIE initially turned this down on the basis the limping which affected his dog in September 2020 was linked to the condition he claimed for. However, it subsequently accepted there wasn't a link between the two and the September 2020 problem related to an insect sting. I agree with Mr N that CGIE should have identified that from the outset as the vet's notes clearly link the limping to the insect sting. But I don't think I need to consider that further as CGIE are no longer relying on that as a reason to turn down the claim.

I think the key issue here is whether it's reasonable for CGIE to say, on the basis of the April 2024 vet notes, that Mr N's dog had been impacted by lameness prior to him taking the policy out in October 2023. And if that is the case whether that lameness is related to the condition he subsequently claimed for.

I've considered the April 2024 notes carefully. On 15 April 2024 they say *"O [owner] reports over the past year has had limping off and on either back leg. Then about 1 week ago [dog] went running after a squirrel and came back limping his back leg badly. Not weight bearing most of the time"*. At a follow up appointment on 23 April the notes say *"In the past year OR [owner reports] limping seen in one of the PLs [pelvic limb] when [dog] gets up in the morning which self resolves fully after 1-2 mins. When prompted, OR [owner reports] poss skipping lameness during walk"*.

I appreciate this was a stressful situation for Mr N and his dog may well have been under examination at the point he was being asked questions. However, I think it's relevant the reference to the limping having been ongoing for the past year was recorded at two separate appointments. I'm not clear why different records of that would have been made if that wasn't what Mr N said.

I appreciate there aren't clinical records of this issue prior to the April 2024 visit but if this wasn't a problem that was always present or causing his dog any issues I wouldn't find it surprising Mr N didn't consult his vet about it. Taking all of that into account I think, on balance, it's likely Mr N's dog did have episodes of limping in the months prior to the policy being taken out.

I've gone on to consider whether those episodes were likely a symptom of the condition that Mr N subsequently claimed for (a bilateral cruciate rupture). I appreciate his vet has said on and off lameness as described by Mr N wouldn't necessarily fit with a cruciate rupture as that would likely cause acute lameness and a severe limp. And she suggested the previous lameness could have been caused by osteoarthritis. But she also made clear that because this had never been evaluated it wasn't something she could make a diagnosis of.

From my review of the veterinary evidence it doesn't seem to be dispute there was an incident in April 2024 (when Mr N's dog was chasing a squirrel) and the lameness significantly worsened following that. I find the view of his vet persuasive in saying if the rupture had happened prior to that incident the impact would have been clear at that time. But CGIE has said (I understand based on its own veterinary advice) that the degeneration of a cruciate ligament can occur over time and then be exacerbated by a traumatic event.

I think that's supported by online evidence. For example, the 'People's Dispensary for Sick Animals' confirm that "*some cruciate ligaments break after being weakened over time (like a fraying rope)*" And they say symptoms of cruciate ligament damage can include mild limping and "*stiffness getting up and down*". That does match with the information Mr N has provided about the symptoms he observed in his dog.

And while I appreciate a cruciate rupture could result from trauma such as a knock or a fall without underlying damage it doesn't appear Mr N observed that happening to his dog. He said the problem took place after it chased a squirrel. I think it's less likely those circumstances in themselves would lead to a cruciate rupture unless there was already a weakening of the ligament. I also think it less likely osteoarthritis was the cause of the previous limping given this is an incurable and progressive condition which Mr N's dog hasn't been diagnosed with even after being examined by his vet.

Taking all of that into account, and on balance, I don't think it was unreasonable of CGIE to conclude the claim Mr N made related to a pre-existing condition falling within the definition his policy contains. I've therefore gone on to consider whether it's fair of CGIE to rely on that exclusion to turn down the claim. It might not be where a pet had symptoms of a condition prior to the policy being taken out but the policyholder couldn't reasonably have been aware of them. Or where they were aware but wouldn't reasonably have thought this would lead to investigation or treatment.

In this case for the reasons I've already set out I think Mr N was aware of the pre-existing condition prior to taking out the policy. So I've considered whether this is something which he wouldn't reasonably have thought would need investigation or treatment. I appreciate the lameness wasn't always present and from the vet's notes only seemed to occur when his dog got up or sometimes when walking. And, as I've already said, I understand why Mr N didn't think it necessary to go to the vet about those issues.

But I think this is nevertheless something that he might have thought would lead to further investigation in the future. He'd observed a change to the normal healthy stage of his dog and hadn't, for example, been given any reassurance by a vet that this was nothing to worry about. So I don't think he could have reasonably thought no further action would be required in relation to this at the point he took cover out. Given that I don't think it was unfair of CGIE to rely on the policy exclusion for pre-existing conditions to turn down the claim he made.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 2 January 2025.

James Park
Ombudsman